

## RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in Keva Sports Center, LLC's programs and activities, and for other good and valuable consideration, I hereby agree on behalf of myself and my children, parents, heirs, assigns, personal representatives and estate, as applicable, to **release and discharge from liability**, Keva Sports Center, LLC, (hereinafter "Keva") and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees") as follows:

1. I acknowledge that participating in Keva's activities, or acting as an observer of Keva's activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, illness, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments, bruises, pain, or injuries as a result of exercise, physical activity; medical conditions resulting from exercise physical activity, or otherwise; sickness, paralysis, and/or damaged personal property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I acknowledge the highly contagious nature of COVID-19, a novel coronavirus that has been declared a worldwide pandemic by the World Health Organization, which may be spread through person-to-person contact or through the air, and that I or the registrant may be exposed to or infected by COVID-19 by participation or observation of Keva's activities. I further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Keva may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Keva's employees, volunteers, and program participants and their families. I acknowledge that Keva has put in place preventative measures to reduce the spread of COVID-19; however, Keva cannot guarantee that you or the registrant will not become infected with COVID-19. I agree that I and my children or parents, as applicable, will practice safe social distancing and hygiene during our participation or observation.

My participation in or observation of this activity is purely voluntary and I elect to participate in, or observe such activity, despite the above described risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate in or observe such activity due to physical or medical conditions, or increased risk of exposure to, or infection of COVID-19, or other diseases then I will immediately discontinue my participation or observation.

3. **I expressly accept and assume: (i) all of the risks as set forth above in Sections (1) - (2); (ii) all of the risks that are inherent in this activity; and (iii) risks that might have been caused by the negligence of the Releasees or otherwise.**

4. **I voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all injuries, claims, demands, causes of action, damages, liabilities, or expenses to myself or my children, or to any of our property, that are in any way connected to my participation in or observation of this activity, or my use of Releasees' s equipment or facilities (collectively "Claims"), whether arising from the Releasees' s or my own negligence. I understand and agree that this release includes any Claims related to COVID-19 or other diseases based on the actions, omissions, or negligence of Keva, its employees, agents, and representatives, whether a COVID-19 infection or other infection occurs before, during, or after participation at Keva.**

**Notwithstanding anything to the contrary, this release does not apply to Claims arising from intentional conduct.** Should Releasees or anyone acting on their behalf be required to incur

attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I represent that I have adequate insurance to cover any injury, illness, or damage I may suffer or cause while participating in this activity, or else I hereby agree to bear the costs of any such injury, illness, or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I hereby assume – and further agree to bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

6. By providing your contact information, Keva reserves the right to contact you in regards to future programs at Keva and/or to use photos for promotional marketing material for future use. Keva does not sell any personal information to other parties.

7. With full knowledge of the risks of injury in programs at Keva, I hereby authorize, the following persons to administer emergency medical treatment to the registrant, for any injury or other medical emergency while at a practice, game, tournament, scrimmage, or while participating in or attending any other activity: (i) all coaches and managers of me or my child's team; (ii) all officers and officials of Keva's programs to which me or my child's team belongs; (iii) all directors, officers, sponsors, officials or agents of any league or tournament that registrant may participate in; and (iv) Keva's staff members. This consent also extends the right to those persons listed above to arrange for immediate medical treatment by a licensed physician and/or other trained medical personnel, and for them to provide such emergency medical care, as they deem appropriate to preserve the life or wellbeing of the registrant. The registrant and I (if parent or legal guardian) hereby release, hold harmless and indemnify the above-listed persons of any injury or damage related to administration of emergency medical care as authorized herein.

8. I agree that the laws of Wisconsin shall govern this Agreement and that any dispute arising out of or in connection with my participation in any activity at Keva, shall be exclusively adjudicated in a court of general jurisdiction in Dane, County, Wisconsin. I further agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

9. I acknowledge and further agree that I have had enough time to read this entire Agreement and, should I choose to do so, consult with legal counsel prior to signing. I further acknowledge and agree that: (i) the opportunity to participate in this activity at the stated cost in return for the execution of this release is a reasonable bargain, and (ii) the cost to engage in this activity would be significantly greater if I were to choose to not sign this Agreement as-is, or bargain for modified terms of this Agreement, and in consideration of the foregoing, I hereby waive my right to bargain over the terms of this Agreement.

**I have read and understood this Agreement and I agree to be bound by its terms. By signing this Agreement, I agree that I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released hereunder on the basis of any claim for negligence, if during my participation in this activity: (i) I am hurt or my property is damaged; or (ii) I am exposed to, or infected by, COVID-19 or other diseases.**

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Signature

Date